This Deed Prepared By:
Leon Ruben, Attorney
325 Plus Park Blvd.
Nashville, TN 37217

BOOK 5535 PAGE 936

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM

E. N. HESTER, ET UX

TO

NASHVILLE DISCOUNT BUILDING MATERIALS INC.

For draftsman's use

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Nashville Discount Building Materials Inc. (NAME)	Same (NAME)	Map 91
1400 51st Ave N. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 41
Nashville Tn. (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

Nov 27 2 19 PM '79

E. [illegible] REGISTER
DAVIDSON COUNTY, TENN.

F65181

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 80,000.00 [signature] Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 27th DAY OF November 19 79

E. Brashears Notary Public

MY COMMISSION EXPIRES: [illegible]

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of ----------$80,000.00----------
Eighty Thousand and no/100---------- DOLLARS

of which $ 20,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed its promissory note in the original amount of $60,000.00 payable as follows: On March 31, 1980 the sum of $5,000.00 plus interest at the rate of 10% per annum, then on August 31, 1980, $5,000.00 plus interest is due, and the remainder of $50,000.00 is payable in sixty equal monthly installments of $1,112.23 which said payments include principal and interest at the rate of 12% per annum with the first payment being due on December 15, 1979, and each 15th day of the month thereafter for a total of sixty monthly installments. Said note is payable to the order of E. N. Hester and wife, Peggy Hester.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

We, E. N. Hester and wife, Peggy Hester

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Nashville Discount Building Materials Inc.

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, described as follows, to-wit:
Being a tract of land in the 8th, formerly the 12th, Civil District of Davidson County, Tennessee, being the southwest part of Block "C" on Plan No. 2 of West Nashville, Tennessee, as of record in Book 57, Page 172, Register's Office for said County, described according to a survey made by John Wilkes, Civil Engineer, February 18, 1928, as follows: Beginning at an iron pin at the northeast corner of Centennial Boulevard and 51st Avenue, North, formerly 10th Street, running thence with the northerly margin of Centennial Boulevard with a 24 degree curve to the left along the arc of the circle 115.5 feet to an iron pin; thence continuing with the northerly margin of said Boulevard South 84½ degrees East 66.5 feet to an iron pin; North 69 degrees 30 minutes East 129.8 feet to an iron pin; thence leaving said Boulevard 5 degrees 31 minutes West 152.8 feet to an iron pin; thence South 88½ degrees West 296.5 feet to an iron pin in the easterly margin of 51st Avenue, North, thence with the easterly margin of said Avenue South 5 degrees 30 minutes East 150 feet to the beginning, containing 1.19 acres.
Being the same property conveyed to E. N. Hester and wife, Peggy Hester by deed from Clarence Perry and wife, Mary Lou Perry by deed of record in Book 4888, page 820, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as 1400 (House Number) 51st Avenue, North (Street) Nashville (P. O. Address: City or Town) Tenn. (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their heirs and assigns forever. We covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, their heirs and assigns, against the lawful claims of all persons.

AND NOW, for the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said grantees herein do hereby transfer and convey unto Leon Ruben Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies for at least the sum of $ Insurable Value until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to said Trustee for the benefit of the lawful owner and holder of said notes, as his interest may appear. We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment. Now, if we, the said grantees, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said notes, or any of said notes then past due and unpaid, all remaining unpaid notes shall become due and payable at once, without notice, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Court House in said county to the highest bidder for cash, at public outcry, free from the equity of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived; and the said Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this conveyance. We agree that the Trustee, may at any time, after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree that in the event the Trustee fails, before selling said property, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

1st. To the payment of all costs, charges, and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fees for advise in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.
2nd. To the payment of all taxes which may be unpaid on said premises.
3rd. To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.
4th. The residue, if any, will be paid to the grantees herein, their heirs, representatives or assigns.

In case of the death, absence, inability or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said lien notes, or, if more than one, then of the first-maturing unpaid note, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Said trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 15 day of November 1979

E. N. HESTER

PEGGY HESTER

TERRY ROWLAND, PRESIDENT

ERNEST RYAN, VICE PRESIDENT

BILL R. GARRETT, SECRETARY-TREASURER

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named E. N. Hester and wife, Peggy Hester, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville Tennessee, this 21 day of November, 1979.

Elizabeth Lyle, Notary Public.

Commission expires June 5, 1983.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Bill Garrett, with whom I am personally acquainted, and who, upon oath, acknowledged him self to be Secretary-Treasurer of the Nashville Discount Building Materials Inc., the within named bargainor, a corporation, and that he as such Secretary-Treasurer, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him self as Secretary-Treasurer.

Witness my hand and seal, at office in Nashville, Tennessee, this day of November, 1979

, Notary Public.

Commission expires .

BOOK 5535 PAGE 938

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Terry Rowland and Ernest Ryan, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be President and Vice President of the Nashville Discount Building Materials Inc., the within named bargainor, a corporation, and that they as such President and Vice President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by themselves as President and Vice President.

Witness my hand and seal, at office in Memphis, Tennessee, this 15th day of November, 1979.

Thomas A. Bell
NOTARY PUBLIC

My Commission Expires: My Commission Expires October 24, 1981

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____ BOOK 5535 PAGE 939

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE*

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			60 [illegible].00- CO	
			60[illegible].00- MO	
			208.00 CO TX	
			52.00 MO TX	
			.50 PRFE.	
			5.00 MISC	
			CHECK =73.50-	
			8056A11/27/78 [illegible]	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 6518

IDENTIF. REFERENCE

Nov 27 2 19 PM '78

[illegible] REGISTER
DAVIDSON COUNTY, TENN.

No. 727867